"had no rights which a white man was bound to respect." Amendments look as a rule to action by states. *James* v. *Bowman* (1903), 190 U. S. 127, 23 Sup. Ct. 678. But the 13th Amendment is exceptional in this respect as it includes everybody within the jurisdiction of the national government. *Civil Rights Cases* (1883), 109 U. S. 3; 3 Sup. Ct. 18, 29 L. Ed 835. *United States* v. *Rhodes*, 1 Abbott 28, Fed. Cas. No. 16,151; *United States* v. *Harris*, 106 U. S. 629,640, 1 Sup. Ct. 601, 27 L. Ed 290. The Civil Rights Act was enacted by Congress to protect the negroes in the enjoyment of those rights which are generally conceded to be fundamental and inherent in every freeman.

CORPORATIONS—EXECUTION OF CORPORATE CONVEYANCES.—A mortgage on land is given to plaintiff's assignor, wherein the Albion Agricultural Association is described as the party of the first part, and which concludes as follows: "In witness whereof said party of the first part has hereunto set hand and seal. E. C. L. Pres. (Seal), W. G. S. Sec. (Seal)." The instrument was acknowledged by the subscribers, the president and secretary of the corporation, as the free act and deed of themselves and the association. The defendant is a purchaser of the land on an execution sale, and seeks to prevent a foreclosure, by defeating the mortgage because of insufficient execution. Section 9509 Comp. Laws, 1897, provides, "no estate . . . shall be created . . . unless . . . by a deed or conveyance in writing, subscribed by the party creating . . . or by some person thereunto authorized in writing." *Held*, that the execution of the instrument, as the mortgage of the corporation was sufficient. *Ismon* v. *Loder, et. al.* (1904), — Mich. —, 97 N. W. Rep. 769.

The requirement of a seal has been done away with by statute; but the question remained whether there had been such a subscribing of the mortgage as is required by the statute given above. It was contended that the statute called for the signing of the corporate name, but the court held that the method here used was sufficient to bind the association, citing *Regents* v. *Young Men's Society*, 12 Mich. 138, as furnishing the rule in Michigan. The rule seems to be very general at present that if the instrument is clearly that of the corporation, an execution by the proper officers in their own names may be enough, though not in the best form. *Fond du Lac* v. *Otto's Estate*, 113 Wis. 39; *Haven* v. *Adams*, 4 Allen, 80; *Morris* v. *Keil*, 20 Minn. 531; *Martin* v. *Almond*, 25 Mo. 313. But see *Norris* v. *Dains*, 52 Ohio St. 215. The older cases are more technical and generally hold the other way. *Isham* v. *Iron Co.*, 19 Vt. 230; *Brinley* v. *Mann*, 2 Cush 337; *Elwell* v. *Shaw*, 16 Mass. 42; *Fowler* v. *Shearer*, 17 Mass. 19.

DAMAGES—ASSAULT AND BATTERY—INADEQUACY OF VERDICT.—Defendant assaulted plaintiff and ejected him from a building on which he was working. The jury awarded damages in the sum of ten dollars, which verdict the court set aside as grossly inadequate. The defendant objected to this action of the court, first, on the ground that the damages were not necessarily inadequate because the jury had a right to consider the provocation in mitigation, and second, that in actions of this kind, verdicts cannot be set aside because of inadequacy. *Held*, that the trial court was justified in setting aside the verdict. *Barette* v. *Carr* (1903),—Vt.—, 56 Atl. Rep. 93.

The weight of authority is probably with this case in holding that provocation, not amounting to justification, cannot be considered in order to reduce compensatory damages, but only to affect exemplary damages. *Scott* v. *Fleming*, 16 Ill. App. 539; *Goldsmith's Adm'r* v. *Joy*, 61 Vt.488, 17 Atl. Rep. 1010, 4 L. R. A. 500, 15 Am. St. Rep. 923; *Birchard* v. *Booth*, 4 Wis. 67;